

APPENDIX H. County Medical Services (CMS) Grant of Lien and Completion Instructions

CMS Grant of Lien (CMS-122)

<p>PLEASE COMPLETE THIS INFORMATION.</p> <p>RECORDING REQUESTED BY:</p> <p>County of San Diego Office of Revenue Recovery 625 Broadway San Diego, CA 92101</p> <p>AND WHEN RECORDED MAIL TO:</p> <p>D-60</p>	<p>THIS SPACE FOR RECORDER'S USE ONLY</p>
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COUNTY MEDICAL SERVICES (CMS) GRANT OF LIEN COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY

CASE NAME (1) _____ (Last name, First) CASE NO. (2) _____

AKA (3) _____

SPOUSE'S NAME (4) _____ AKA (3) _____

MARITAL STATUS (5): ☐ Never Married ☐ Divorced ☐ Widowed
☐ Married, But Separated ☐ Married, Not Separated

In accordance with provisions of law of the State of California, the undersigned hereby grants to the County of San Diego a lien upon any real property in which the undersigned has or holds any right, title or interest, and all other real property in which the undersigned may acquire any right, title or interest in the future, situated in the State of California, or elsewhere, for the amount of all sums of money and the reasonable value of any other property or services heretofore and hereinafter advanced by the County of San Diego for services under the County Medical Services Program from the effective date of your application and all continuous periods of eligibility to: [check applicable box(es)]: (6)

☐ The undersigned or to the spouse

☐ Other person(s), as follows: (Give name and relationship) _____

The lien shall not be enforceable against your home (1) during your lifetime or that of your spouse, or (2) during the minority of your children if they reside in the home, or (3) during the lifetime of any dependent adult child who resides in the home and who is incapable of self-support because of mental or physical disability. If you desire to sell your home against which a lien has been imposed the County shall release its lien against the original home and transfer it to the new home, provided that it finds that its security will not be impaired. If you want to borrow money for the purpose of making improvements to your home, using your home for security, the County shall subordinate its lien to the mortgage or other security interest given for the loan, if the County finds that its security will not be impaired.

Any lien taken by the County for care shall be released immediately when the amount owing the County for that care is paid.

This agreement shall be binding upon the undersigned, his/her successors, heirs and assigns.

I hereby authorize the grantee to append to this instrument a description of any real property located in the State of California or elsewhere of which I am the assessed owner.

Signed (7) _____ Signed (10) _____

AKA (8) _____ AKA (11) _____

Address (9) _____ Address (12) _____

City State Zip Code City State Zip Code

PROPERTY DESCRIPTION: (13)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On (Date 14) _____, before me, (15) _____, County Clerk/Notary Public, personally appeared (Client name 16) _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: (17) _____
County Clerk/Notary Public

This is to certify that any interest in real property conveyed by the foregoing Grant of Lien to the County of San Diego, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the County Clerk pursuant to authority conferred by resolution of the Board of Supervisors adopted on February 24, 1970, and the grantee consents to recordation thereby of its duly authorized officer.

By: (18) _____
County Clerk/Notary Public

Dated: (18) _____

GRPG Letter #51 (February 2009)

Instructions

Item	Action
1	Case Name - Print client's full name: Last name, first
2	Case Number - Print the CMS member number.
3	AKA - Print all other names the client and or spouse
4	Spouse Information - If applicable (Divorced or
5	Marital Status - Check appropriate box and confirm
6	Lien Upon Property Information - Check appropriate

	relationship.
7	Signed - CLIENT MUST SIGN FULL NAME , including middle name. Compare signature with identification documents.
8	AKA - Client signs name using aka. CLIENT MUST SIGN AKA ON THE LIEN.
9	Address - Print complete address of where the client lives which may be different from the Real Property owned; if homeless, print "homeless."
10	Spouse Signature - If applicable
11	AKA - Spouse signs name using aka. SPOUSE MUST SIGN AKA ON THE LIEN.
12	Address - Print complete address of where the spouse lives; if homeless, print "homeless."
13	Property Description (Single Family Residence, Duplex, Condominium, etc.) - List any property that the client/spouse owns. Also add property address if different than home address listed on item 9.
14	Date Lien signed.
15	Print Deputized worker or Notary Public name and line through the non-applicable title. (Example: A Deputized worker would line through Notary Public)
16	Print full name and AKAs of the client, and spouse, if applicable. MUST EXACTLY MATCH SIGNATURE.
17	Deputized worker or Notary Public signature (lining through the non-applicable title).
18	Deputized worker or Notary Public signature (lining through the non-applicable title) and date.
The worker of record must review the Grant of Lien form (CMS-122) for completion and correctness before sending it to central files MS 0557A.	

Note: A Certificate of Acknowledgement is acceptable in lieu of Notary Public signature on the CMS-122, if the certificate is signed and dated by a Notary Public and contains the CMS Grant of Lien form title.